



Call Chesapeake HOME

DOWNPAYMENT ASSISTANCE PROGRAM REQUIREMENTS FOR BUYER/BORROWER & REAL ESTATE AGENTS

The Hampton Roads Loan Fund Partnership (HRLFP) administers HOME funds in partnership with the City of Chesapeake. This information is a guide for buyers and agents.

Please note: The buyer/borrower will automatically be ineligible for the DPA Program if the buyer/borrower has ratified a contract/standard purchase agreement to purchase a property prior to being determined income and asset eligible for the program.

Buyer Eligibility

- The buyer/borrower will automatically be ineligible for the DPA Program if the buyer/borrower has ratified a contract/standard purchase agreement to purchase a property **prior** to being determined income and asset eligible for the program, receiving a DPA certification letter, the Homebuyer Agreement and return of this form signed by buyer/borrower and real estate agent.
- The DPA certification letter is not a commitment to provide DPA funds. It only means that the household meets the income and asset requirements of the DPA program and can begin the home search.
- The buyer/borrower must qualify for an approved first mortgage that includes; VHDA loan products, USDA, VA, and FHA loan products. Other loan products will be reviewed and approved on a case-by-case basis. Buyer must have sufficient cash on hand to cover the minimum required 1% or \$500 (whichever is greater) of sales price contribution to the home purchase for the DPA program.

Property Eligibility

- Property was last occupied by the owner/seller.
- Existing housing units **must meet** HUD Housing Quality Standards (HQS) Inspection (ordered by the HRLFP program).
- Condominium or manufactured units are subject to VHDA restrictions (see VHDA website for condominium guidelines).
- Properties built before 1978 must pass a Visual Lead Inspection.
- Properties located in a flood zone must be covered by flood insurance. The buyer must provide proof of flood insurance (copy of declaration) yearly to the program.
- As it relates to property conditions, "AS IS" properties are not eligible for the program where the seller/owner will not address repairs, damages, etc.

Additional Information for Standard Purchase Agreement/Contract of Sale

- There should be a **minimum of 45 days from date of ratified contract and settlement date**, with a legible copy of the ratified contract provided submitted within three (3) business days. (Standard Purchase Agreements/Contracts of Sale with less than 45 days between contract ratification and settlement date may be denied.)

- If there was a lease/rental agreement on the Property, lease termination letter must be provided and indicate that tenant terminated lease. (If the owner terminated the lease, property must have remained vacant for over 90 days prior to ratifying contract or property is ineligible).
- The Standard Purchase Agreement/Contract of Sale must contain under, "Other Contingencies" the following:

"Sale is contingent upon the property meeting a Housing Quality Standard (HQS) Inspection and compliance with the City of Chesapeake HOME Lead Based Paint Procedures for loan approval of secondary financing. The estimated delivery deadline date for the HQS inspection is 15 business days from the date the ratified contract has been provided. An itemized list of required repairs will then be submitted to the Buyer/Selling agent. Seller agrees to repair/remedy all items that are identified as unacceptable/failed on such report."

The HRLFP HOME Program HQS Inspection is not a Buyer's Property Home Inspection."

- The delivery deadline date for the Buyer's Independent Home Inspection should also be performed within 15 business days from the date of contract ratification so that the seller will have knowledge of all requested and required repairs simultaneously.
- Submit a copy of Property Inspection Contingency Addendum (if applicable) completely signed by all parties.
- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards initialed and completely signed and dated by all parties (only applicable if the property was built prior to 1978).

I/We hereby acknowledge and represent that I/we have read and understand the foregoing HRLFP Down payment Assistance Program Requirements for Buyer/Borrower and Real Estate Agents.

Signature of Buyer(s)/Borrower(s):

Name:

Date:

Name:

Date:

Signature of Buyer/Borrower's Real Estate Agent

Name of Selling Agent:

Date:

Name of Selling Firm: _____